

Doc. No. 4813

BOSTON REDEVELOPMENT AUTHORITY

October 9, 1986

Second Amendment to
Development Plan
for
Planned Development Area #22
Harbor Point at Columbia Point

Peninsula Partners/Columbia Point Community Task Force, Inc.

This Second Amendment hereby amends the Development Plan for Planned Development Area #22, dated June 6, 1985, and approved by the Boston Redevelopment Authority on June 13, 1985 (the "Plan") and amended by a First Amendment approved by the Boston Redevelopment Authority on October 17, 1985, as follows:

1. The section of the Plan as amended October 17, 1985, entitled "Schematic Layout Drawings" is hereby further amended by deleting the third and fourth sentences in this section and substituting in lieu thereof the following sentence: "The design team has submitted working drawings which are listed in Exhibit 1 of the Second Amendment."
2. Exhibits 3, 4, and 5 of the Plan as amended October 17, 1985, are hereby deleted, and new Exhibits 3 and 4 attached hereto are hereby substituted in lieu thereof.
3. Exhibits IV, V, and VI of the Plan approved June 13, 1985, and Exhibit 1 of the First Amendment approved October 17, 1985, are deleted, and substituted in lieu thereof is the new Exhibit 1 of this Second Amendment, attached hereto.

EXHIBIT 1
to
SECOND AMENDMENT
to
Harbor POINT DEVELOPMENT PLAN
October 9, 1986

Plans Prepared by Goody, Clancy Assoc.
and Mintz Assoc.

COMMUNITY BUILDING DRAWING LIST

Community Building (Title)	12-20-85
Community Building (Symbols & Abbreviations)	12-20-85

<u>Dwg. No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
C/A1.1	First Floor Plan, Enlarged Plans, Finish & Door Schedules	12-20-85	
C/A1.2	Second Floor Plan, Mech. Rm. Plan, Roof Plan, Finish Schedule	12-20-85	
C/A3.1	Elevations	12-20-85	
C/A3.2	Elevations, Window Types, Building Sections	12-20-85	
C/A3.3	Elevator & Stair Sections, Typ. Wall Sections, Window Sections, Details	12-20-85	
C/A4.1	Interior Elevations, Partition Types, Details	12-20-85	

CLUBHOUSE DRAWING LIST

	CLUBHOUSE (Title)	1/10/86	5/5/86 5/30/86
	CLUBHOUSE (Symbols & Abbrev.)	1/10/86	5/5/86 5/30/86
<u>Architectural</u>			
<u>Dwg. No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
CH/A1.1	Clubhouse First Floor Plan Second Floor Plan Roof Plan	1/10/86	5/5/86 5/30/86
CH/A2.1	Clubhouse Exterior Elevations	1/10/86	5/5/86 5/30/86
CH/A3.1	Clubhouse Stair Sections Building Sections Details	1/10/86	5/5/86 5/30/86

CH/A3.2	Clubhouse Wall Sections	1/10/86	5/5/86 5/30/86
CH/A3.3	Clubhouse Window Details Window Types	1/10/86	5/5/86 5/30/86
CH/A4.1	Clubhouse Interior Elevations	1/10/86	5/5/86 5/30/86
CH/A4.2	Clubhouse Room Finish Schedule Bathroom Elevations Partition Schedule	1/10/86	5/5/86 5/30/86
CH/A4.3	Clubhouse Door Schedule Door Details	1/10/86	5/5/86 5/30/86

ELDERLY MIDRISE DRAWING LIST

Elderly Midrise (Title)	7-22-85	4-11-86
Elderly Midrise (Symbols & Abbreviations)	7-22-85	4-11-86

Elderly Midrise - Architectural

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision</u>	<u>Date</u>
E/A1.1	1/8" Basement Plan	7-22-85	11-4-85 1-27-86	4-11-86
E/A1.2	1/8" First Floor Plan	7-22-85	11-4-85 4-11-86	
E/A1.3	1/8" Second thru Seventh Floors	7-22-85	11-4-85 1-27-86	4-11-86
E/A1.4	1/8" Roof Plan	7-22-85	11-4-85 1-27-86	4-11-86
E/A2.1	1/4" Unit Plans	7-22-85	11-4-85 1-27-86	4-11-86
E/A2.2	1/4" Lobby Plan and Sections	7-22-85	11-4-85 1-27-86	4-11-86

E/A3.1	1/8" Elevations	7-22-85	11-4-85 1-27-86	4-11-86
E/A3.2	1/8" Elevations	7-22-85	11-4-85 1-27-86	
E/A3.3	1/8" Elevations	7-22-85	11-4-85	
E/A3.4	Window Types and Details	7-22-85	11-4-85 1-27-86	
E/A3.5	Exterior Details	7-22-85	11-4-85 1-27-86	
E/A3.6	Elevator & Stair Plans Stair Sections and Details	7-22-85	11-4-85 1-27-86	
E/A4.1	Interior Elevations and Details	7-22-85	11-4-85 1-27-86	
E/A4.2	Interior Details Partition Types	7-22-85	11-4-85	

HEALTH CENTER DRAWING LIST

Health Center (Title)	4/28/86,	5/30/86 7/8/86
Health Center (Symbols and Abbreviations)	4/28/86	5/30/86 7/8/86

Health Center - Architectural

Dwg No.	Drawing Title	Date	Revision Date
HC/A1.1	Health Center Plans and Stairs	4/28/86	5/30/86 7/8/86
HC/A2.1	Health Center Elevations and Sections	4/28/86	5/30/86 7/8/86
HC/A3.1	Health Center Details and Sections	4/28/86	5/30/86 7/8/86

MALL BUILDING DRAWING LIST

	MALL BUILDINGS (Title)	6/24/85	4/30/86 5/3
	MALL BUILDINGS (Symbols and Abbreviations)	6/24/85	4/30/86 5/3 5/8/86
<u>Dwg. No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
M/A1.1	Mall Building Bldg. 5-1, 5-2, 5-3 Finish Schedule Mech. Equip. Room and Lower Level Parking	10/18/85	11/22/85 4/30/86 5/30/86
M/A1.2	Mall Building Bldg. 5-1, 5-2, 5-3 First Floor and Upper Level Parking	10/18/85	11/22/85 4/30/86 5/30/86
M/A1.3	Mall Building Bldg. 10-1, 11-1, 12-1, 1-1, 5-1, 5-2, 7-1, 7-2 1st and 2nd Floor Plans	6/24/85	10/18/85 11/22/85 4/30/86 5/30/86
M/A1.4	Mall Building Bldg. 10-1, 11-1, 12-1, 1-1, 5-1, 5-2, 7-1, 7-2 3rd, 4th and 5th Floor Plans	6/24/85	10/18/85 11/22/85 4/30/86 5/30/86
M/A1.5	Mall Building Bldg. 10-1, 11-1, 12-1, 1-1, 5-1, 5-2, 7-1, 7-2 5th Floor and Roof Plan	6/24/85	10/18/85 5/8 10/24/85 5/3 11/22/85 4/30/86
M/A1.6	Mall Building Bldg. 1-1, 5-1, 5-2, 7-1, 7-2 6th and 7th Floor Plan	10/18/85	11/22/85 4/30/86 5/8/86
M/A1.7	Mall Building Bldg. 14-1, 9-1, 9-2 1st and 2nd Floor Plans	6/24/85	10/18/85 11/22/85 4/30/86
M/A1.8	Mall Building Bldg. 14-1, 9-1, 9-2 3rd and 4th Floor Plans	6/24/85	10/18/85 11/22/85 4/30/86
M/A1.9	Mall Building Bldg. 14-1, 9-1, 9-2 5th Floor and Roof Plan	6/24/85	10/18/85 11/22/85 4/30/86 5/30/86
M/A1.10	Mall Building Bldg. 9-1, 9-2, 14-1 6th Floor Plan & Studio Plans	10/18/85	11/22/85 4/30/86 5/30/86
M/A1.11	Mall Building Bldg 7-1, 7-2 1st Flr Plan, Bldg. 7-3 Basement Plan, Roof Plan	4/30/86	5/8/86 5/30/86
M/A2.1	Mall Building Unit Plans	6/24/85	10/18/85 11/22/85 4/30/86
M/A2.2	Mall Building Unit and Lobby Plans	6/24/85	10/18/85 11/22/85 4/30/86

Mall Buildings - Architectural (Continued)

<u>Dwg. No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision</u>	<u>Date</u>
M/A2.3	Mall Building Stair and Elevator Details, Lobby Elevations	6/24/85	10/18/85 11/22/85 4/30/86	5/8/86 5/30/86
M/A2.4	Mall Building Bldg. 1-1, 5-1, 5-2, 7-1, 7-2, 9-1, 9-2, 14-1 Unit Plans	10/18/85	4/30/86 5/30/86	
M/A2.5	Mall Building Bldg. 1-1, 5-1, 5-2, 7-1, 7-2, 9-1, 9-2, 14-1 Unit and Lobby Plans	10/18/85	11/22/85 4/30/86 5/30/86	
M/A3.1	Mall Building Bldg. 10-1, 11-1, 12-1 Exterior Elevations	6/24/85	10/18/85 11/22/85 4/30/86	
M/A3.2	Mall Building Bldg. 10-1, 11-1, 12-1 Exterior Elevations	6/24/85	10/18/85 11/22/85 4/30/86	
M/A3.3	Mall Building Wall Sections and Exterior Details	6/24/85	10/18/85 10/24/85 11/22/85 4/30/86	5/30/86
M/A3.4	Mall Building Window Types and Details	6/24/85	10/18/85 10/24/85 11/22/85 4/30/86	5/30/86
M/A3.5	Mall Building Wall Sections and Details	10/18/85	10/24/85 11/22/85 4/30/86	5/30/86
M/A3.6	Mall Building Bldg. 9-1, 9-2, 14-1 Exterior Elevations	10/18/85	11/22/85 (4/30/86) revised but not dated	
M/A3.7	Mall Building Bldg. 5-1, 5-2, 7-1, 7-2 Exterior Elevations	10/18/85	11/22/85 4/30/86	
M/A3.8	Mall Building Bldg. 5-1, 5-2, 5-3, 7-1, 7-2, 7-3, 1-1 Exterior Elevations	10/18/85	10/24/85 11/22/85 4/30/86 5/8/86	5/30/86
M/A3.9	Mall Building Bldg. 1-1 Exterior Elevations & Misc. Elevations	10/18/85	11/22/85 4/30/86	
M/A4.1	Mall Building Kitchen and Bath Elevations and Details	6/24/85	10/18/85 4/30/86	
M/A4.2	Mall Building Partition Types, Door Types, Misc. Interior Details	6/24/85	10/18/85 10/24/85 11/22/85 4/30/86 5/30/86	

BUILDING 19 DRAWING LIST

Building 19 (Title)	4/9/86	7/15/86
Building 19 (Symbols and Abbreviations)	4/9/86	7/15/86

Building 19 - Architectural

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
N/A1.1	Basement, 1st Floor & Roof Plans	4/9/86	7/15/86
N/A1.2	2nd Floor & Typical Floor Plans	4/9/86	7/15/86
N/A2.1	1/4" Unit Plans	4/9/86	
N/A2.2	1/4" Lobby Plan Stair & Elev. Plans & Sections	4/9/86	7/15/86
N/A3.1	Exterior Elevations & Details	4/9/86	7/15/86
N/A3.2	Exterior Elevations Kitchen Bathroom Elevations	4/9/86	7/15/86
N/A3.3	Wall Sections	4/9/86	7/15/86
N/A3.4	Window Types & Details	4/9/86	
N/A4.1	Lobby Int. Elevations Partition Types	4/9/86	7/15/86

NEW MIDRISE DRAWING LIST

New Midrise (Title) 7-25-85 1-27-86 5/13/86
New Midrise (Symbols & Abbreviations) 7-25-85 1-27-86 5/13/86

New Midrise - Architectural

<u>Dwg. No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
NM/A1.1	1/8" Parking Level Plan	7-25-85	10-30-85 1-27-86
NM/A1.2	1/8" Ground Floor Plan, Finish Schedule	7-25-85	10-30-85 5/13/86 1-27-86
NM/A1.3	1/8" Typical Floor Plan 2, 3 and 4	7-25-85	10-30-85 5/13/86 1-27-86
NM/A1.4	1/8" Floor Plans 5 and 6	7-25-85	10-30-85 5/13/86 1-27-86
NM/A1.5	1/8" Floor Plans 7 and Roof Plan	7-25-95	10-30-85 5/13/86 1-27-86
NM/A2.1	1/4" Unit Plans	7-25-85	10-30-85 5/13/86
NM/A2.2	1/4" Partial Plans	7-25-85	10-30-85 5/13/86 1-27-86
NM/A2.3	Stair and Elevator Plans & Sections	7-25-85	10-30-85 1-27-86
NM/A3.1	1/8" Exterior Elevations	7-25-85	10-30-85 1-27-86
NM/A3.2	1/8" Exterior Elevations	7-25-85	10-30-85 1-27-86
NM/A3.3	1/8" Exterior Elevations	7-25-85	10-30-85 1-27-86
NM/A3.4	3/4" Wall Sections	7-25-85	10-30-85 5/13/86 1-27-86
NM/A3.5	Window Types & Details	7-25-85	10-30-85 5/13/86
NM/A4.1	Interior Elevations, Partition Types, Door Schedule	7-25-85	10-30-85

REHAB LOWRISE DRAWING LIST

Rehabbed Lowrise (Title)

7-15-85

1-27-86 4-11-86

Rehabbed Lowrise (Symbols & Abbreviations)

7-15-85

1-27-86 4-11-86

Rehab Lowrise - Architectural

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
<u>Bldgs. 16-1, 17-1, 21-1, 21-2, 22-1</u>			
RL/A1.1	1/8" Basement Plan, 1/16" Roof Plan	7-15-85	10-11-85 4-11-86 1-27-86
RL/A2.1	1/4" Unit Plans, First Floor Plan, Room Finish Schedule	7-15-85	10-11-85 4-11-86 1-27-86
RL/A2.2	1/4" Unit Plans, First Floor Plan	7-15-85	10-11-85 1-27-86
RL/A2.3	1/4" Unit Plans, First Floor Plan	7-15-85	10-11-85 1-27-86
RL/A2.4	1/4" Unit Plans, Second Floor Plan	7-15-85	10-11-85
RL/A2.5	1/4" Unit Plans, Second Floor Plan	7-15-85	10-11-85
RL/A2.6	1/4" Unit Plans, Second Floor Plan	7-15-85	10-11-85
RL/A2.7	1/4" Unit Plans, Third Floor Plan	7-15-85	10-11-85
RL/A2.8	1/4" Unit Plans, Third Floor Plan	7-15-85	10-11-85
RL/A2.9	1/4" Unit Plans, Third Floor Plan	7-15-85	10-11-85
RL/A3.1	1/8" Exterior Elevations	7-15-85	10-11-85 1-27-86
RL/A3.2	1/8" Exterior Elevations	7-15-85	10-11-85 1-27-86
RL/A3.3	Wall Sections, Elevations & Details, Unit Entrance Canopies	7-15-85	10-11-85
RL/A3.4	Window Types and Details	7-15-85	10-11-85 1-27-86
RL/A3.5	Entrance Details	7-15-85	10-11-85

Rehab Lowrise - Architectural, continued

Bldgs. 16-1, 17-1, 21-1, 21-2, 22-1, continued

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
RL/A4.1	Interior Elevations, Kitchens	7-15-85	10-11-85
RL/A4.2	Interior Elevations, Kitchens, Bathrooms and Lavs	7-15-85	10-11-85
RL/A4.3	Interior Stairs	7-15-85	10-11-85 4/11/86
RL/A4.4	Interior Details, Partition Types	7-15-85	10-11-85 1-27-86

Bldgs. 20-1, 20-2

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
RL/A1.2	1/8" Basement Plan, 1/16" Roof Plan	7-15-85	10-11-85 1-27-86
RL/A2.10	1/4" Unit Plans, First Floor Plan	7-15-85	10-11-85
RL/A2.11	1/4" Unit Plans, Second Floor Plan	7-15-85	10-11-85
RL/A2.12	1/4" Unit Plans, Third Floor Plan, Finish Schedule	7-15-85	10-11-85
RL/A3.6	1/8" Exterior Elevations	7-15-85	10-11-85 1-27-86
RL/A3.7	1/8" Exterior Elevations	7-15-85	10-11-85 1-27-86
RL/A4.5	Interior Elevations, Details	7-15-85	10-11-85

REHAB MIDRISE DRAWING LIST

Rehabbed Midrise (Title)	7-16-85	1-27-86
Rehabbed Midrise (Symbols & Abbreviations)	7-16-85	1-27-86

Rehab Midrise - Architectural

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
RM/A1.1	1/8" Basement Plan, Ground Floor Plan, Finish Schedule	7-16-85	11-4-85 1-27-86
RM/A1.2	1/8" Typical Floor Plan, Floors 2-6, 7th Floor Plan & Roof Plan	7-16-85	11-4-85 1-27-86
RM/A2.1	1/4" Unit Plans, 1/4" Partial Plans	7-16-85	11-4-85
RM/A2.2	1/4" Unit Plans	7-16-85	11-4-85
RM/A3.1	1/8" Exterior Elevations 1-4	7-16-85	11-4-85 1-27-86
RM/A3.2	1/8" Exterior Elevations 5-8	7-16-85	11-4-85
RM/A3.3	Wall Sections/Details, Window Schedule	7-16-85	11-4-85 1-27-86
RM/A3.4	Details	7-16-85	11-4-85 1-27-86
RM/A4.1	Interior Elevations, Door Schedule	7-16-85	11-4-85
RM/A4.2	Partition Types, Interior Details	7-16-85	11-4-85

TOWNHOUSE DRAWING LIST

TOWNHOUSES - (Title)
TOWNHOUSES (Symbols & Abbreviations)

7-5-85 4/30/86 5/30/86
7-5-85 4/30/86 5/30/86

<u>Dwg. No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
T/A1.1	Family Townhouse Building Plans	7/5/85	10/1/85 4/30/86
T/A1.2	Family Townhouse Building Plans	7/5/85	10/1/85 4/30/86
T/A1.3	Family Townhouse Building Plans	7/5/85	10/1/85 4/30/86
T/A1.4	Family Townhouse Building Plans	7/5/85	10/1/85 5/30/86 4/30/86
T/A1.5	Family Townhouse Building Plans	7/5/85	10/1/85 5/8/85 11/22/85 4/30/86
T/A1.6	Waterfront Townhouse Building Plans	7/5/85	10/1/85 5/30/86 11/22/85 4/30/86
T/A2.1	Family Townhouse Unit Plans Type V and W	7/5/85	10/1/85 5/30/86 11/22/85 4/30/86
T/A2.2	Family Townhouse Unit Plans Type X, XHC and WHC	7/5/85	10/1/85 4/30/86
T/A2.3	Family Townhouse Unit Plans Type U, W1, Y and Z	7/5/85	10/1/85 4/30/86
T/A2.4	Waterfront Townhouse Unit Plans Type A, B and B1 and Finish Schedule	7/5/85	10/1/85 5/30/86 4/30/86
T/A3.1	Family Townhouse Building Elevations	7/5/85	10/1/85 4/30/86
T/A3.2	Family Townhouse Building Elevations	7/5/85	10/1/85 4/30/86
T/A3.3	Family Townhouse Unit Elevations	7/5/85	10/1/85 11/22/85 4/30/86
T/A3.4	Waterfront Townhouse Elevations	7/5/85	10/1/85 11/22/85 4/30/86
T/A3.5	Townhouse Building Sections	7/5/85	10/1/85 4/30/86
T/A3.6	Townhouse Wall Sections	7/5/85	10/1/85 5/30/86 11/22/85 4/30/86

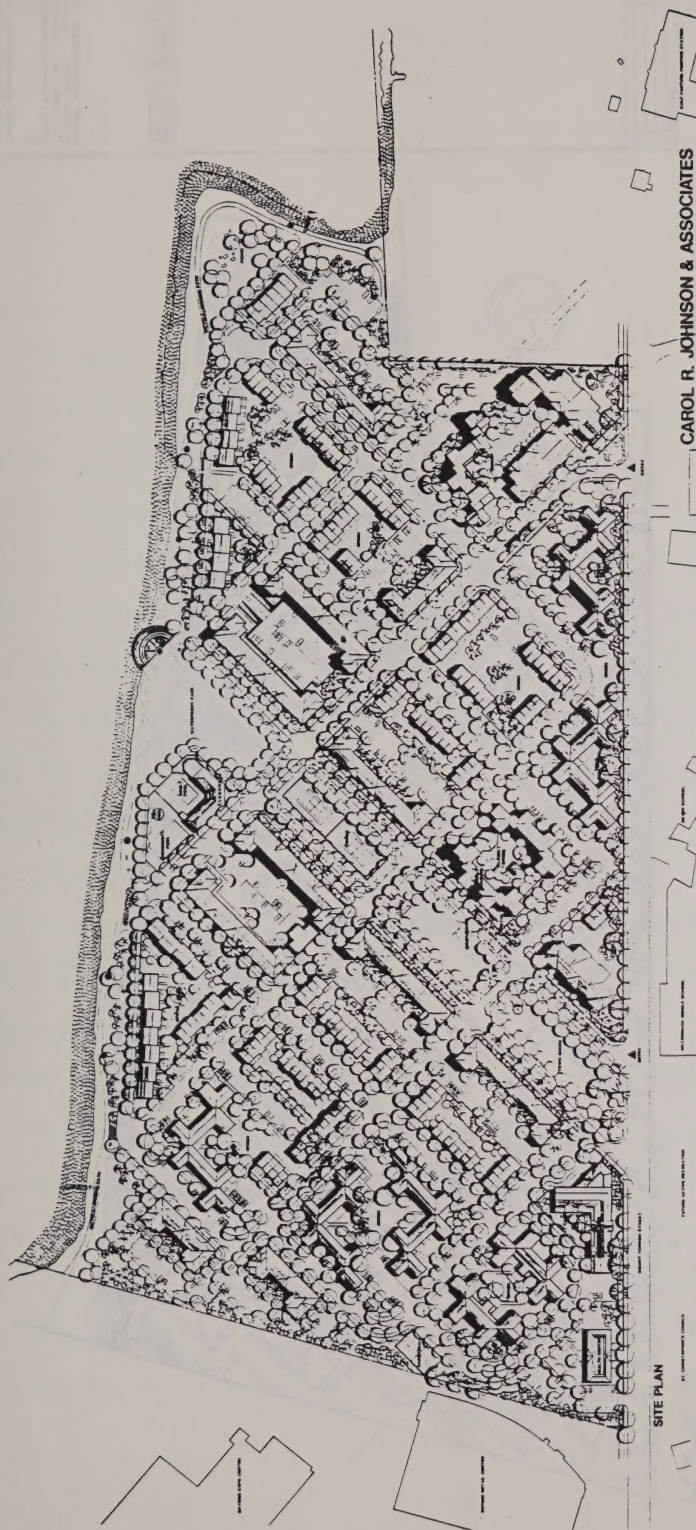
Townhouses - Architectural (Continued)

<u>Dwg. No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
T/A3.7	Townhouse Wall Sections	7/5/85	10/1/85 5/30/86 11/22/85 4/30/86
T/A3.8	Townhouse Window Types and Details	7/5/85	10/1/85 4/30/86
T/A4.1	Townhouse Stair Sections and Details	7/5/85	10/1/85 4/30/86
T/A4.2	Townhouse Partition Types; Kitchen and Bath Elevations and Details	7/5/85	10/1/85 5/30/86 11/22/85 4/30/86
T/A4.3	Townhouse Door Schedule and Details, Entry Elevations	7/5/85	10/1/85 11/22/85 4/30/86 5/30/86

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>	<u>Revision Date</u>
X 4.2	Site Improvements	12/5/85	5/9/86
X 4.3	Site Improvements	12/5/85	5/9/86
X 4.4	Site Improvements	12/5/85	5/9/86
X 4.5	Site Improvements	12/5/85	5/9/86
X 4.6	Site Improvements	12/5/85	5/9/86
X 4.7	Site Improvements	12/5/85	5/9/86
X 4.8	Site Improvements	12/5/85	5/9/86
X 4.9	Site Improvements	12/5/85	5/9/86
X 4.10	Site Improvements	12/5/85	5/9/86
X 4.11	Site Improvements	12/5/85	5/9/86
X 4.12	Site Improvements	12/5/85	5/9/86
X 4.13	Site Details	5/9/86	
X 4.15	Site Improvement Details	8-7-85	1-27-86
X 4.16	Site Improvement Details	8-7-85	1-27-86
X 4.17	Site Improvement Details	8-7-85	1-27-86

Dwg No.	Drawing Title	Date	Revision Date
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Planting			
X 7.2	Planting	8/15/85	1-17-86
X 7.3	Planting	8/15/85	1-17-86
X 7.4	Planting	8/15/85	1-17-86, 4-18-86
X 7.5	Planting	8/15/85	1-17-86, 4-18-86
X 7.6	Planting	8/15/85	1-17-86, 4-18-86
X 7.7	Planting	8/15/85	1-17-86, 4-18-86
X 7.8	Planting	8/15/85	1-17-86, 4-18-86
X 7.9	Planting	8/15/85	1-17-86, 4-18-86
X 7.10	Planting	8/15/85	1-17-86
X 7.11	Planting	8/15/85	1-17-86
X 7.12	Planting	8/15/85	1-17-86
X 7.13	Plant List, Notes, Details	8/15/85	1-17-86, 4-18-86
UXE-1.1C	Site Lighting Plan Section A	Jan 8, 1986	5-9-86
UXE-1.1D	Site Lighting Plan Section B	Jan 8, 1986	5-9-86
UXE-1.1E	Site Lighting Plan Section C	Jan 8, 1986	

Exhibit 3 to PDA Plan Second Amendment



SITE PLAN

1/11/84

1/11/84

1/11/84

1/11/84

1/11/84

1/11/84

1/11/84

1/11/84

1/11/84

HARBOR POINT

DATE: 11-27-84 REVISION: 5-1-84

CAROL R. JOHNSON & ASSOCIATES

GOODY, CLANCY & ASSOCIATES

CONTRACT: C. JOHNSON, CLANCY & ASSOCIATES, INC. 1984

HARBOR POINT
 1000 WEST 10TH STREET
 BOSTON, MASSACHUSETTS 02118

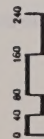
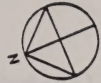
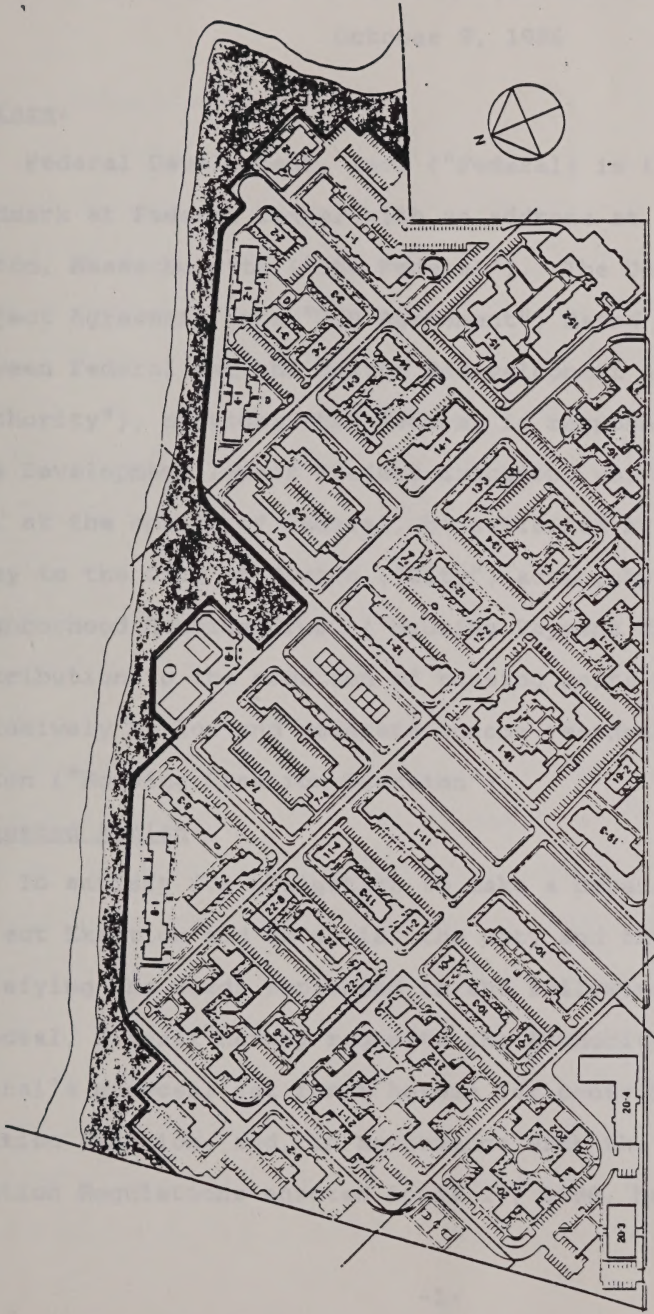
- ☐ ROBERT CLARK & ASSOCIATES, INC.
 1000 WEST 10TH STREET
 10TH FLOOR
 BOSTON, MASSACHUSETTS 02118
- ☐ HART & ASSOCIATES ARCHITECTS
 1000 WEST 10TH STREET
 10TH FLOOR
 BOSTON, MASSACHUSETTS 02118

NOTE: SCALE 1" = 100' HORIZONTAL
 1" = 40' VERTICAL

NO. 100000000	NO. 12

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EXHIBIT 4 TO PDA PLAN SECOND AMENDMENT



BUILDING NUMBERING LAYOUT
 and
 PUBLIC/PRIVATE PROPERTY -- HARBOR POINT

PUBLIC

PRIVATE

BUILDING NUMBER

HOUSING CREATION PROPOSAL
FEDERAL DEVELOPMENT, INC.
THE LANDMARK AT FEDERAL CENTER/160 FEDERAL STREET

October 9, 1986

Preface:

Federal Development, Inc. ("Federal") is the owner of The Landmark at Federal Center with an address at 160 Federal Street, Boston, Massachusetts ("160 Federal"). The Development Impact Project Agreement (the "DIP Agreement") dated January 4, 1985 between Federal and the Boston Redevelopment Authority (the "Authority"), provides that Federal is responsible for the payment of a Development Impact Project Exaction, which responsibility may, at the option of Federal, be satisfied by the payment of money to the City of Boston ("City") acting by and through the Neighborhood Housing Trust ("Housing Payment Exaction") or by a contribution to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston ("Housing Creation Exaction").

Requested Action:

To satisfy its obligation to make a Development Impact Project Exaction and to assist the City and the Authority in satisfying the needs expressed in the following sections of this proposal, Federal hereby requests the Authority to accept Federal's proposal set forth herein for contribution of a Housing Creation Exaction, and, in accordance with the Authority's Housing Creation Regulations enacted April 17, 1986, hereby seeks the

approval of the Authority and the Neighborhood Housing Trust of this request.

Housing Creation Proposal:

This Housing Creation Proposal is being submitted at the request of the Authority and the City in a spirit of cooperation to provide additional collateral for a Massachusetts Housing Finance Agency ("MHFA") loan for the redevelopment of Columbia Point into a mixed-income project called Harbor Point ("Harbor Point"). All information included herein and not relating to 160 Federal Street was provided by the Authority and the City to Federal and in submitting this proposal, Federal has relied upon the accuracy of such information.

I. Statement of Need

Federal has been advised by the City that for several years the Boston Housing Authority ("BHA"), the Authority, and MHFA have worked toward the redevelopment of Columbia Point into Harbor Point as described in the Development Plan for Planned Development Area No. 22 dated June 6, 1985 as amended by First Amendment thereto dated October 17, 1985 and by Second Amendment thereto dated October 9, 1986, a copy of which is attached hereto as Exhibit A (as amended, the "Harbor Point Development Plan"). The Harbor Point Development Plan states that Harbor Point will include 1282 housing units. Four hundred of these units will be reserved exclusively for the housing of low-income families. There will be no distinction in quality between low income and

market rate units and all 350 families who have lived under the current conditions at Columbia Point will be relocated on site through the phased development process and will be guaranteed units in the completed new development.

Specific information concerning the number, location, cost and design of the housing units of Harbor Point is set forth in the Harbor Point Development Plan and other submissions made by Harbor Point Apartments Company Limited Partnership ("Harbor Point Apartments Company"), the developer of Harbor Point, to the Authority in connection therewith and with its UDAG application and grant agreement. Such information is included herein by reference solely for the purpose of providing a more detailed description of the Harbor Point project than is set forth herein.

Financing for Harbor Point was planned in December, 1985 to include a \$121 million first mortgage loan from MHFA, a \$12 million UDAG loan from the Authority, and other funds including a minimum of \$15 million in developer's equity from Harbor Point Apartments Company. MHFA has approved the issuance of the \$121 million first mortgage loan, and the UDAG has been approved. However, the limited partnership syndication which is expected to raise at least \$15 million in equity has been delayed until the spring of 1987 due to the tax reform efforts in Congress of the past year. In the course of the development and construction period, Harbor Point has incurred a \$15 million project cost increase, which, together with the delay in the syndication, has resulted in a \$30 million gap in project financing. Financing and

construction requirements make it essential that this gap be closed during the fall of 1986 before sufficient equity can be raised through syndication. As of September of 1986, the \$121 million first mortgage bonds have been outstanding for nine months, and must be redeemed unless construction starts this year. Commitments made by Harbor Point's subcontractors to fixed bids will expire if construction does not begin soon.

Federal's Housing Creation proposal set forth herein is part of a plan worked out in conjunction with the City, MHFA and the Harbor Point Apartments Company to fill the financing gap described in the next preceding paragraph and allow Harbor Point's redevelopment to proceed. The financing plan involving the City, MHFA and Harbor Point Apartments Company shall be referred to herein as the Trilateral Plan which is contemplated to work as follows: MHFA will issue a \$30 million mortgage increase if sufficient collateral is provided. Increases in the Project's projected market rents will provide MHFA sufficient collateral to support the \$15 million in project cost increases, but alternative collateral is needed for the other \$15 million until a syndication can occur in the spring of 1987. The Trilateral Plan provides that this collateral will be available from sources available to the three parties most interested in the redevelopment: Harbor Point Apartments Company, MHFA and the City. Harbor Point Apartments Company will offer personal guarantees for the first \$5 million; MHFA will provide sufficient SHARP funds to support the second \$5 million, and the City through the Authority has been

asked to provide a guarantee of the final \$5 million which is to be funded by linkage funds pledged through housing creation agreements.

II. Statement of Housing Creation Plan

The Trilateral Plan provides that each of the developers of three office buildings in Boston which constitute Development Impact Projects, including Federal, will enter into an agreement with the Authority (the "Housing Creation Agreement") providing for the developer's contribution to the Authority for the creation of affordable housing units at Harbor Point. Like the contributions of the other two developers, Federal's contribution under the Housing Creation Agreement will be used as a portion of the collateral necessary to support the increased amount of the MHFA mortgage and will be released at the time of the Harbor Point Apartments Company syndication. In accordance with the terms of the DIP Agreement, Federal's Housing Creation Exaction will equal the Development Impact Project Exaction set forth in Section 5 of the DIP Agreement. It is estimated that the total amount of such Development Impact Project Exaction, based upon a gross floor area of 160 Federal of 376,000 square feet, will be One Million Three Hundred Eighty Thousand and 00/100 Dollars (\$1,380,000). Under the proposed terms of the Housing Creation Agreement, Federal would satisfy its obligation with respect to the Development Impact Project Exaction by the contribution of said \$1,380,000 in twelve equal annual contributions to the Authority as a Housing Creation Exaction for the creation of housing units at Harbor

Point for occupancy by low and moderate income residents of the City of Boston. The Housing Creation Agreement will require that the initial contribution will be due and payable on a contribution date (the "Contribution Date"), which shall be no later than 24 months after the issuance of the building permit obtained in connection with 160 Federal or upon issuance of a Certificate of Occupancy permitting use of the 160 Federal building for its intended purposes, whichever first occurs. The subsequent contributions will be due and payable without accruing interest thereon on the subsequent eleven anniversary dates of the initial Contribution Date. The Housing Creation Agreement will also provide that if construction of any part of 160 Federal is abandoned after a building permit is obtained or if for any reason a building permit for 160 Federal has lapsed, then Federal shall have no responsibility for a Housing Creation Exaction with respect to 160 Federal. The Housing Creation Agreement will also provide that if a successful Harbor Point syndication occurs raising at least \$10 million, the guarantee by the Authority of Federal's linkage funds for this purpose will be fully and completely released, enabling Federal to elect under the DIP Agreement to make these funds available for other housing payment or housing creation proposals.

Upon execution of the proposed Housing Creation Agreement, the Authority will assign its rights under the Agreement, including the future receipt of contributions, to MHFA as collateral for a portion of the Authority's guarantee to MHFA of

\$5 million. As indicated above, the portion of the Authority's guarantee funded by Federal's Housing Creation Agreement of \$2,185,000 will be released by MHFA upon the syndication of limited partnership interest in Harbor Point Apartments Company in an amount not less than \$10,000,000. Such syndication is projected to occur by May of 1987. In the event that syndication proceeds are less than \$10,000,000, then the collateral would be available only to the extent of the amount of the contributions then made in accordance with the annual contribution schedule and upon other conditions set forth in the Housing Creation Agreement, and only after MHFA and Harbor Point Apartments Company use best efforts to substitute other funds, including project income.

The final terms and conditions of this Housing Creation proposal will be established in the Housing Creation Agreement.

Benefits of this Housing Creation Proposal:

The Housing Creation proposal of Federal will create a mechanism to allow the Authority to support the financing of Harbor Point and will make possible by means of the Housing Creation Exaction the creation, through a mixture of new construction and rehabilitation, of affordable housing for 400 low-income families at Harbor Point.

HOUSING CREATION PROPOSAL
LINCOLN FRANKLIN PLACE, LTD.
ONE FRANKLIN PLACE/ 101 ARCH STREET

Preface:

Lincoln Franklin Place, LTD. ("Lincoln") is the developer of the One Franklin Place/101 Arch Street Project as described in that certain Development Impact Project Agreement between Lincoln and the Boston Redevelopment Authority ("Authority") dated January 3, 1985, as amended by agreement dated July 17, 1985 ("DIP Agreement"). Pursuant to the terms of the DIP Agreement and specifically referred to in section 5 therein, Lincoln is responsible for the payment of a Development Impact Project Exaction in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.), which obligation may at the option of Lincoln be satisfied by the payment of money to the City of Boston ("City") acting by and through the Neighborhood Housing Trust ("Housing Payment Exaction") or by a contribution to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston ("Housing Creation Exaction").

Requested Action:

Lincoln, based upon and in reliance of the foregoing and for reason of the needs as expressed in the following sections of this 9/86 JHG

proposal, hereby requests that the Authority accept Lincoln's option to fulfill its Development Impact Project Exaction obligation by means of a Housing Creation Exaction as set forth in this proposal in lieu of making a Housing Payment Exaction, and hereby seeks the approval of the Authority and the Neighborhood Housing Trust of this request.

Housing Creation Proposal:

I. Statement of Need

Lincoln has been advised by the City that for several years the Boston Housing Authority ("BHA"), the Authority, the Massachusetts Housing Finance Agency ("MHFA"), the City and state and federal agencies have worked toward the redevelopment of Columbia Point into a mixed-income project called Harbor Point, which includes 1283 housing units of which 400 will be reserved exclusively for the housing of low-income families. The project involves rehabilitation of eleven existing buildings, demolition of the remaining buildings, and construction of new structures for a less dense project to include a waterfront park, trees and grass throughout, and recreational facilities for all residents. There will be no distinction in quality between low-income and market rate units. All 350 families who have lived through the current conditions at Columbia Point will be relocated on site through

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the phased development process and are guaranteed units in the completed new development.

Specific information concerning the number, location, cost and design of the housing units of Harbor Point has been submitted by Harbor Point Apartments Company Limited Partnership ("Harbor Point Apartments Company"), the developer of Harbor Point, to the Authority as part of the Harbor Point Apartments Company's approved application for Planned Development Area No. 22 and its UDAG application and grant agreement, and such information is included herein by reference for the purpose and to the extent of describing the Harbor Point project.

Financing for Harbor Point was planned in December 1985 to include a \$121 million first mortgage loan from MHFA, a \$12 million UDAG loan from the Authority, and other funds including a minimum of \$15 million in developer's equity from Harbor Point Apartments Company. MHFA has approved the issuance of the \$121 million first mortgage loan, and the UDAG has been approved. However, the limited partnership syndication which is expected to raise at least \$15 million in equity has been delayed until the spring of 1987 due to the tax reform efforts in Congress during the past year. During this period Harbor Point has incurred a \$15 million project cost increase, which together with the delay in the syndication has resulted in a \$30 million gap in project

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financing. Financing and construction requirements make it essential that this gap be filled this fall, before the equity can be raised through syndication. The \$121 million first mortgage bonds have been outstanding for nine months, and must be redeemed unless construction starts this year. Commitments made by Harbor Point's subcontractors to fixed bids will soon expire if construction does not begin.

In order to prevent the loss of the needed housing units, Lincoln is prepared to join with the City in an effort to support the development of Harbor Point, and thus Lincoln's Housing Creation proposal is part of a plan worked out in conjunction with the City, MHFA and the Harbor Point Apartments Company to fill the financing gap and allow Harbor Point's redevelopment to proceed.

The City, MHFA and Harbor Point Apartments Company plan is referred to as the Trilateral Plan which works as follows: MHFA will issue a \$30 million mortgage increase if sufficient collateral is provided. Increases in the project's projected market rents will provide MHFA sufficient collateral to support the \$15 million in project cost increases, but alternative collateral is needed for the other \$15 million until a syndication can occur in the spring of 1987. The Trilateral Plan provides that this collateral will be available from sources available to

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the three parties most interested in the redevelopment: Harbor Point Apartments Company, MHFA and the City. Harbor Point Apartments Company will offer personal guarantees for the first \$5 million; MHFA will provide sufficient SHARP funds to support the second \$5 million, and the City through the Authority has been asked to pledge linkage funds through housing creation agreements to support the final \$5 million.

II. Statement of Housing Creation Plan

Lincoln proposes to enter into an agreement with the Authority ("Housing Creation Agreement") to assist the Authority and the City to support the creation of housing units at Harbor Point. Lincoln proposes that a contribution to the creation of housing units be made to the Authority under the terms of the Housing Creation Agreement so as to create a portion of the collateral necessary to support a portion of the increased MHFA mortgage amount. In compliance with its obligation to make the Development Impact Project Exaction, Lincoln would make contributions according to a schedule referenced herein to the Authority for use by the Authority specifically for the creation of housing units at Harbor Point. In accordance with the terms of the proposed agreement, Lincoln would be responsible for the Development Impact Project Exaction, as defined in Section 26-2(3) of the Boston Zoning Code, which would be determined by

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multiplying the certified Impact Area of the One Franklin Place Project, pursuant to paragraph 4 of the DIP Agreement, in excess of 100,000 square feet by Five (\$5.00) Dollars. It is estimated that the total amount of such Development Impact Project Exaction will be One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000). Under the proposed terms of the Housing Creation Agreement, Lincoln would satisfy its obligation with respect to the Development Impact Project Exaction by the contribution of said \$1,500,000 in twelve equal annual contributions to the Authority as a Housing Creation Exaction for the creation of housing units at Harbor Point for occupancy by low and moderate income residents of the City of Boston. The initial contribution shall be due and payable on a contribution date ("Contribution Date"), which shall be no later than 24 months after the issuance of the first building permit obtained in connection with the One Franklin Place Project or on the issuance of a Certificate of Occupancy for such project, whichever first occurs. The subsequent installment contributions shall be due and payable without accruing interest thereon on the subsequent eleven anniversary dates of the initial Contribution Date. As security for the contribution of installments of the Development Impact Project Exaction, subsequent to the first installment, Lincoln shall provide to the Authority one or more letters of credit in the aggregate amount of 11/12 ths of the amount of the

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Development Impact Project Exaction. Such letter or letters of credit shall be provided to the Authority on the date of contribution of the first installment of such Development Impact Project Exaction.

Lincoln may provide such letter or letters of credit having expiration dates earlier than the expiration of the 11 year period during which subsequent installments of the Development Impact Project Exaction are required in accordance with Article 26, provided that such letters of credit shall authorize the Authority to draw upon them if not replaced at least 30 days prior to their expiration date. The principal amount of such letter or letters of credit may be reduced by Lincoln after contribution by Lincoln to the Authority of any installment of the Development Project Impact Exaction, such principal reduction to be in an amount equal to the installment contribution then made by Lincoln.

Upon execution of the proposed Housing Creation Agreement, the Authority will assign its rights under the agreement, including the future receipt of the Housing Creation Contributions to MHFA as collateral for a portion of the Authority's guarantee to MHFA in the amount of \$5,000,000, which constitutes a portion of the amount necessary to support the \$15 million MHFA mortgage increase as referenced in the Trilateral Plan. The Authority's guarantee of \$1,500,000 will be released by MHFA upon the

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syndication of limited partnership interest in Harbor Point Apartments Company in an amount not less than \$10,000,000. Such syndication is projected to occur by May 1987. In the event that syndication proceeds are less than \$10,000,000, then the collateral would be available only to the extent of the amount of the contributions then made in accordance with the annual contribution schedule and other conditions set forth in the Housing Creation Agreement, and only after MHFA and Harbor Point Apartments Company use best efforts to substitute other funds, including project income.

The final terms and conditions of a Housing Creation Proposal will be established in a Housing Creation Agreement to be signed by Lincoln and the Authority. Importantly, it would provide that if a successful Harbor Point syndication occurs raising at least \$10 million, the guarantee by the Authority of Lincoln's linkage funds for this purpose will be fully and completely released, making these funds available for other approved housing creation proposal.

Benefits of this Housing Creation Proposal

The Housing Creation Proposal of Lincoln will create a mechanism to allow the Authority to support the financing of Harbor Point and will make possible by means of the Housing

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HOUSING CREATION PROJECT
155 FEDERAL ASSOCIATES JOINT VENTURE
FEDERAL CENTER, BOSTON

Creation Exaction the creation, through a mixture of new construction and rehabilitation, of affordable housing for 400 low-income families at Harbor Point.

The Development Impact Project Agreement (the "DIP Agreement") dated January 8, 1983 between the 155 Federal Center at Federal Center at 155 Federal Street, Boston, Massachusetts ("155 Federal"), Federal Development, Inc. ("Federal"), and the Boston Redevelopment Authority (the "Authority"), provides that Federal is responsible for the payment of a Development Impact Project Exaction, which responsibility may, at the option of Federal, be satisfied by the payment of money to the City of Boston ("City") acting by and through the Neighborhood Housing Service ("NHS") Payment Exaction") or by a contribution to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston ("Housing Creation Exaction").

On July 11, 1985, Federal conveyed 155 Federal to a limited trust, the sole beneficiary of which is 155 Federal Associates Joint Venture (the "Venture"), a joint venture between Boston Projects, Inc., an affiliate of Federal, and New England Mutual Life Insurance Company. The Venture is the present developer of 155 Federal and has assumed Federal's responsibility for a Development Impact Project Exaction under the DIP agreement.

HOUSING CREATION PROPOSAL
150 FEDERAL ASSOCIATES JOINT VENTURE
FEDERAL CENTER/150 FEDERAL STREET

October 9, 1986

Preface:

The Development Impact Project Agreement (the "DIP Agreement") dated January 4, 1985 between the former owner of Federal Center at 150 Federal Street, Boston, Massachusetts ("150 Federal"), Federal Development, Inc. ("Federal"), and the Boston Redevelopment Authority (the "Authority"), provides that Federal is responsible for the payment of a Development Impact Project Exaction, which responsibility may, at the option of Federal, be satisfied by the payment of money to the City of Boston ("City") acting by and through the Neighborhood Housing Trust ("Housing Payment Exaction") or by a contribution to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston ("Housing Creation Exaction").

On July 11, 1986, Federal conveyed 150 Federal to a nominee trust, the sole beneficiary of which is 150 Federal Associates Joint Venture (the "Venture"), a joint venture between Boston Projects, Inc., an affiliate of Federal, and New England Mutual Life Insurance Company. The Venture is the present developer of 150 Federal and has assumed Federal's responsibility for a Development Impact Project Exaction under the DIP Agreement.

Requested Action:

To satisfy its obligation to make a Development Impact Project Exaction and to assist the City and the Authority in satisfying the needs expressed in the following sections of this proposal, the Venture hereby requests the Authority to accept the Venture's proposal set forth herein for contribution of a Housing Creation Exaction, and, in accordance with the Authority's Housing Creation Regulations enacted April 17, 1986, hereby seeks the approval of the Authority and the Neighborhood Housing Trust of this request.

Housing Creation Proposal:

This Housing Creation Proposal is being submitted at the request of the Authority and the City in a spirit of cooperation to provide additional collateral for a Massachusetts Housing Finance Agency ("MHFA") loan for the redevelopment of Columbia Point into a mixed-income project called Harbor Point ("Harbor Point"). All information included herein and not relating to 150 Federal Street was provided by the Authority and the City to the Venture and in submitting this proposal, the Venture has relied upon the accuracy of such information.

I. Statement of Need

The Venture has been advised by the City that for several years the Boston Housing Authority ("BHA"), the Authority, and MHFA have worked toward the redevelopment of Columbia Point into Harbor Point as described in the Development Plan for Planned

Development Area No. 22 dated June 6, 1985 as amended by First Amendment thereto dated October 17, 1985 and by Second Amendment thereto dated October 9, 1986, a copy of which is attached hereto as Exhibit A (as amended, the "Harbor Point Development Plan"). The Harbor Point Development Plan states that Harbor Point will include 1282 housing units. Four hundred of these units will be reserved exclusively for the housing of low-income families. There will be no distinction in quality between low income and market rate units and all 350 families who have lived under the current conditions at Columbia Point will be relocated on site through the phased development process and will be guaranteed units in the completed new development.

Specific information concerning the number, location, cost and design of the housing units of Harbor Point is set forth in the Harbor Point Development Plan and other submissions made by Harbor Point Apartments Company Limited Partnership ("Harbor Point Apartments Company"), the developer of Harbor Point, to the Authority in connection therewith and with its UDAG application and grant agreement. Such information is included herein by reference solely for the purpose of providing a more detailed description of the Harbor Point project than is set forth herein.

Financing for Harbor Point was planned in December, 1985 to include a \$121 million first mortgage loan from MHFA, a \$12 million UDAG loan from the Authority, and other funds including a minimum of \$15 million in developer's equity from Harbor Point Apartments Company. MHFA has approved the issuance of the \$121

million first mortgage loan, and the UDAG has been approved. However, the limited partnership syndication which is expected to raise at least \$15 million in equity has been delayed until the spring of 1987 due to the tax reform efforts in Congress of the past year. In the course of the development and construction period, Harbor Point has incurred a \$15 million project cost increase, which, together with the delay in the syndication, has resulted in a \$30 million gap in project financing. Financing and construction requirements make it essential that this gap be closed during the fall of 1986 before sufficient equity can be raised through syndication. As of September of 1986, the \$121 million first mortgage bonds have been outstanding for nine months, and must be redeemed unless construction starts this year. Commitments made by Harbor Point's subcontractors to fixed bids will expire if construction does not begin soon.

The Venture's Housing Creation proposal set forth herein is part of a plan worked out in conjunction with the City, MHFA and the Harbor Point Apartments Company to fill the financing gap described in the next preceding paragraph and allow Harbor Point's redevelopment to proceed. The financing plan involving the City, MHFA and Harbor Point Apartments Company shall be referred to herein as the Trilateral Plan which is contemplated to work as follows: MHFA will issue a \$30 million mortgage increase if sufficient collateral is provided. Increases in the Project's projected market rents will provide MHFA sufficient collateral to support the \$15 million in project cost increases, but alternative

collateral is needed for the other \$15 million until a syndication can occur in the spring of 1987. The Trilateral Plan provides that this collateral will be available from sources available to the three parties most interested in the redevelopment: Harbor Point Apartments Company, MHFA and the City. Harbor Point Apartments Company will offer personal guarantees for the first \$5 million; MHFA will provide sufficient SHARP funds to support the second \$5 million, and the City through the Authority has been asked to provide a guarantee of the final \$5 million which is to be funded by linkage funds pledged through housing creation agreements.

II. Statement of Housing Creation Plan

The Trilateral Plan provides that each of the developers of three office buildings in Boston which constitute Development Impact Projects, including the Venture, will enter into an agreement with the Authority (the "Housing Creation Agreement") providing for the developer's contribution to the Authority for the creation of affordable housing units at Harbor Point. Like the contributions of the other two developers, the Venture's contribution under the Housing Creation Agreement will be used as a portion of the collateral necessary to support the increased amount of the MHFA mortgage and will be released at the time of the Harbor Point Apartments Company syndication. In accordance with the terms of the DIP Agreement, the Venture's Housing Creation Exaction will equal the Development Impact Project Exaction set forth in Section 5 of the DIP Agreement. It is

estimated that the total amount of such Development Impact Project Exaction, based upon a gross floor area of 150 Federal of 537,000 square feet, will be Two Million One Hundred Eighty-Five Thousand and 00/100 Dollars (\$2,185,000). Under the proposed terms of the Housing Creation Agreement, the Venture would satisfy its obligation with respect to the Development Impact Project Exaction by the contribution of said \$2,185,000 in twelve equal annual contributions to the Authority as a Housing Creation Exaction for the creation of housing units at Harbor Point for occupancy by low and moderate income residents of the City of Boston. The Housing Creation Agreement will require that the initial contribution will be due and payable on a contribution date (the "Contribution Date"), which shall be no later than 24 months after the issuance of the building permit obtained in connection with 150 Federal or upon issuance of a Certificate of Occupancy permitting use of the 150 Federal building for its intended purposes, whichever first occurs. The subsequent contributions will be due and payable without accruing interest thereon on the subsequent eleven anniversary dates of the initial Contribution Date. The Housing Creation Agreement will also provide that if construction of any part of 150 Federal is abandoned after a building permit is obtained or if for any reason a building permit for 150 Federal has lapsed, then the Venture shall have no responsibility for a Housing Creation Exaction with respect to 150 Federal. The Housing Creation Agreement will also provide that if a successful Harbor Point syndication occurs raising at least \$10 million, the

guarantee by the Authority of the Venture's linkage funds for this purpose will be fully and completely released, enabling the Venture to elect under the DIP Agreement to make these funds available for other housing payment or housing creation proposals.

Upon execution of the proposed Housing Creation Agreement, the Authority will assign its rights under the Agreement, including the future receipt of contributions, to MHFA as collateral for a portion of the Authority's guarantee to MHFA of \$5 million. As indicated above, the portion of the Authority's guarantee funded by the Venture's Housing Creation Agreement of \$2,185,000 will be released by MHFA upon the syndication of limited partnership interest in Harbor Point Apartments Company in an amount not less than \$10,000,000. Such syndication is projected to occur by May of 1987. In the event that syndication proceeds are less than \$10,000,000, then the collateral would be available only to the extent of the amount of the contributions then made in accordance with the annual contribution schedule and upon other conditions set forth in the Housing Creation Agreement, and only after MHFA and Harbor Point Apartments Company use best efforts to substitute other funds, including project income.

The final terms and conditions of this Housing Creation proposal will be established in the Housing Creation Agreement.

Benefits of this Housing Creation Proposal:

The Housing Creation proposal of the Venture will create a mechanism to allow the Authority to support the financing of

FEDERAL DEVELOPMENT, INC.
c/o Harcourt & Gray, Inc.
123 High Street

Harbor Point and will make possible by means of the Housing
Creation Exaction the creation, through a mixture of new
construction and rehabilitation, of affordable housing for 400
low-income families at Harbor Point.

Mr. Stephen Doyle
Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, Massachusetts 02101

Re: Linkage Obligation for The Landmark at Federal Center
100 Federal Street, Boston, Massachusetts

Dear Mr. Doyle:

As you know, Federal Development, Inc. ("Federal"), the owner
of the premises at 100 Federal Street, Boston, Massachusetts ("100
Federal") and the Boston Redevelopment Authority entered into a
Development Impact Project Agreement on January 4, 1983 (the "DIP
Agreement"), which set forth Federal's responsibility for a
Development Impact Project Exaction in accordance with Article 9B
of the Boston Zoning Code. By the terms of the DIP Agreement,
Federal or any successor in interest to 100 Federal may comply
with the Development Impact Project Exaction requirement either
through the payment of money to the City or a contribution to the
creation of housing units for low and moderate income residents of
Boston.

As you know, Federal intends and purports to enter into
agreements to be obligated to create a contribution to 100 Federal
and to convey such obligation to the City.

Your staff and representatives of the Mayor's Office of
Community Development have recently advised us that the planned
redevelopment of Harbor Point International Center includes
including 400 low-income units in its development. It is our belief
that the need for such units is in fact a need for additional
financing, and that the Massachusetts Housing Finance Agency,
which is providing the financing for Harbor Point, cannot
provide the needed financing without additional collateral.
Because of the importance of Harbor Point to the City, we have
explored the possibility of utilizing the linkage obligation
available to 100 Federal as a form of collateral to the City.
We have also advised the City of the possibility of utilizing
the linkage obligation as a form of collateral to the City in the
event that the City is unable to obtain financing for Harbor
Point to proceed. Our method of achieving this and which

FEDERAL DEVELOPMENT, INC.
c/o Meredith & Grew, Inc.
125 High Street
Boston, Massachusetts 02110

September 26, 1986

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, Massachusetts 02201

Re: Linkage Obligation for The Landmark at Federal Center;
160 Federal Street, Boston, Massachusetts

Dear Mr. Coyle:

As you know, Federal Development, Inc. ("Federal"), the owner of the premises at 160 Federal Street, Boston, Massachusetts ("160 Federal") and the Boston Redevelopment Authority entered into a Development Impact Project Agreement on January 4, 1985 (the "DIP Agreement"), which set forth Federal's responsibility for a Development Impact Project Exaction in accordance with Article 26 of the Boston Zoning Code. By the terms of the DIP Agreement, Federal or any successor in interest to 160 Federal may comply with the Development Impact Project Exaction requirement either through the payment of money to the City or a contribution to the creation of housing units for low and moderate income residents of Boston.

As you know, Federal intends, and pursuant to certain agreements is obligated, to create a condominium at 160 Federal and to convey units therein in the near future.

Your staff and representatives of the Mayor's Office of Community Development have recently advised us that the planned redevelopment of Columbia Point into mixed-income housing including 400 low-income units is in immediate need of additional financing, and that the Massachusetts Housing Finance Agency, which is providing the financing for Columbia Point, cannot provide the needed financing without additional collateral. Because of the importance of Columbia Point to the City, we have discussed the possibility of utilizing the linkage obligation allocable to 160 Federal set forth in the DIP Agreement in a manner which will assist the City in helping construction of Columbia Point to proceed. One method of achieving this end which

we have discussed is the Housing Creation option which is available under the terms of the DIP Agreement. As a result of our discussions, your staff and the Mayor's representatives have asked us to submit to the Authority a Housing Creation Proposal to benefit Columbia Point in accordance with the Housing Creation Regulations promulgated by the Authority on April 17, 1986 under Articles 26 and 26A of the Boston Zoning Code and the provisions of the Neighborhood Housing Trust established by Ordinance pursuant to M.G.L. Chapter 43B, Section 13.

We understand that in order to expedite delivery of additional collateral for Columbia Point, you are anxious to initiate review by the Neighborhood Housing Trust of a 160 Federal Housing Creation Proposal in accordance with the Authority's Housing Creation Regulations. By this letter, we hereby authorize you to initiate such review. During the next few days, we will review with our counsel and, if necessary, counsel to our lender and counsel to prospective condominium unit purchasers, a draft Housing Creation Proposal for submission to the Authority and will deliver the same to you as soon as possible. We anticipate that such Proposal will include provisions for covenants, indemnifications and opinions in our favor in order to provide adequate assurance to us that our making of and compliance with the Proposal will constitute full satisfaction of our obligations under the DIP Agreement and will not raise any questions concerning the validity of related zoning relief. Because we have not yet had an opportunity to review this matter with our counsel, this letter must necessarily be only an expression of our intention to work in good faith to reach agreement on a Proposal satisfactory to the Authority and to our counsel and does not constitute a binding election to satisfy our obligations under the DIP Agreement through contribution of a Housing Creation Exaction.

We are happy to be a part of the City's efforts to make possible this important housing project, and we look forward to submitting and reviewing a Housing Creation Proposal with the Authority and the Neighborhood Housing Trust.

Very truly yours,

FEDERAL DEVELOPMENT, INC.

By: Thomas W. H. Phelps
Thomas W. H. Phelps
President

Mr. Stephen Coyle
September 26, 1986
Page 3

FEDERAL ASSOCIATES JOINT VENTURE
125 FEDERAL STREET
BOSTON, MASSACHUSETTS 02110

cc: Mr. John Connolly
Mr. Bart Mitchell
Albert W. Wallis, Esq.
William C. Whitman, Esq.
Herbert W. Vaughan, P.C.

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Place
Boston, Massachusetts 02101

Re: Landmark Commission for Federal Center, 125 Federal
Street, Boston, Massachusetts

Dear Mr. Coyle:

As you know, Federal Development, Inc. ("Federal") was
the owner of the premises at 125 Federal Street, Boston,
Massachusetts ("125 Federal") and the Boston Redevelopment
Authority entered into a Development Impact Project Agreement on
January 4, 1985 (the "DIP Agreement"), which set forth Federal's
responsibility for a Development Impact Project ("DIP") in
accordance with Article 28 of the Boston Zoning Code. By the
terms of the DIP Agreement, Federal or any successor or interest
in 125 Federal may comply with the Development Impact Project
requirement either through the payment of money to the
City or a contribution to the creation of housing units for low
and moderate income residents of Boston.

As you know, Federal recently conveyed 125 Federal to a
limited trust, the beneficial interest of which is held by the
Federal Associates Joint Venture (the "Venture"), a venture
comprised of Boston Projects, Inc., an affiliate of Federal, and
New England Mutual Life Insurance Company.

Your staff and representatives of the Mayor's Office of
Community Development have recently advised us that the planned

150 FEDERAL ASSOCIATES JOINT VENTURE
c/o Meredith & Grew, Inc.
125 High Street
Boston, Massachusetts 02110

September 26, 1986

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, Massachusetts 02201

Re: Linkage Obligation for Federal Center; 150 Federal
Street, Boston, Massachusetts

Dear Mr. Coyle:

As you know, Federal Development, Inc. ("Federal"), the former owner of the premises at 150 Federal Street, Boston, Massachusetts ("150 Federal") and the Boston Redevelopment Authority entered into a Development Impact Project Agreement on January 4, 1985 (the "DIP Agreement"), which set forth Federal's responsibility for a Development Impact Project Exaction in accordance with Article 26 of the Boston Zoning Code. By the terms of the DIP Agreement, Federal or any successor in interest to 150 Federal may comply with the Development Impact Project Exaction requirement either through the payment of money to the City or a contribution to the creation of housing units for low and moderate income residents of Boston.

As you know, Federal recently conveyed 150 Federal to a nominee trust, the beneficial interest of which is held by 150 Federal Associates Joint Venture (the "Venture"), a venture comprised of Boston Projects, Inc., an affiliate of Federal, and New England Mutual Life Insurance Company.

Your staff and representatives of the Mayor's Office of Community Development have recently advised us that the planned

redevelopment of Columbia Point into mixed-income housing including 400 low-income units is in immediate need of additional financing, and that the Massachusetts Housing Finance Agency, which is providing the financing for Columbia Point, cannot provide the needed financing without additional collateral. Because of the importance of Columbia Point to the City, we have discussed the possibility of utilizing the linkage obligation allocable to 150 Federal set forth in the DIP Agreement in a manner which will assist the City in helping construction of Columbia Point to proceed. One method of achieving this end which we have discussed is the Housing Creation option which is available under the terms of the DIP Agreement. As a result of our discussions, your staff and the Mayor's representatives have asked us to submit to the Authority a Housing Creation Proposal to benefit Columbia Point in accordance with the Housing Creation Regulations promulgated by the Authority on April 17, 1986 under Articles 26 and 26A of the Boston Zoning Code and the provisions of the Neighborhood Housing Trust established by Ordinance pursuant to M.G.L. Chapter 43B, Section 13.

We understand that in order to expedite delivery of additional collateral for Columbia Point, you are anxious to initiate review by the Neighborhood Housing Trust of a 150 Federal Housing Creation Proposal in accordance with the Authority's Housing Creation Regulations. By this letter, we hereby authorize you to initiate such review. During the next few days, we will review with our counsel and, if necessary, counsel to our lender, a draft Housing Creation Proposal for submission to the Authority and will deliver the same to you as soon as possible. We anticipate that such Proposal will include provisions for covenants, indemnifications and opinions in our favor in order to provide adequate assurance to us that our making of and compliance with the Proposal will constitute full satisfaction of our obligations under the DIP Agreement and will not raise any questions concerning the validity of related zoning relief. Because we have not yet had an opportunity to review this matter with our counsel and counsel to our lender, this letter must necessarily be only an expression of our intention to work in good faith to reach agreement on a Proposal satisfactory to the Authority and to our counsel and does not constitute a binding election to satisfy our obligations under the DIP Agreement through contribution of a Housing Creation Exaction.

We are happy to be a part of the City's efforts to make possible this important housing project, and we look forward to

Mr. Stephen Coyle
September 26, 1986
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submitting and reviewing a Housing Creation Proposal with the Authority and the Neighborhood Housing Trust.

Very truly yours,

150 FEDERAL ASSOCIATES JOINT VENTURE

BY: NEW ENGLAND MUTUAL LIFE INSURANCE
COMPANY

By: Copley Real Estate Advisors,
Inc., asset manager and
advisor, hereunto duly
authorized

By: Michael H. Harrity
Michael H. Harrity
Principal

BY: BOSTON PROJECTS, INC.

By: Thomas W. H. Phelps
Thomas W. H. Phelps
President

cc: Mr. John Connolly
Mr. Bart Mitchell
Albert W. Wallis, Esq.
William C. Whitman, Esq.
Herbert W. Vaughan, P.C.
Joseph J. Christian, Esq.

September 25, 1986

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, Massachusetts 02201

Re: Linkage Obligation
One Franklin Place

Dear Mr. Coyle:

As you know, Lincoln Franklin Place, LTD. and the Boston Redevelopment Authority entered into a Development Impact Project Agreement on January 3, 1985, as amended on July 17, 1985 ("DIP Agreement"), which provides for the payment to the city of linkage funds by Lincoln. By the terms of such DIP Agreement Lincoln is required to comply with the Development Impact Project Exaction either through the payment of money to the city or a contribution to the creation of housing units for low and moderate income residents of Boston.

We have recently become aware that the planned redevelopment of Columbia Point into mixed-income housing including 400 low-income units is in immediate need of additional financing, and that the Massachusetts Housing Finance Agency, which is providing the financing for Columbia Point, cannot provide the needed financing without additional collateral from outside the project revenues. Because of the importance of this project to the city, we have discussed the possibility of utilizing the linkage obligation in the Dip Agreement in such a manner as to assist the city in helping Columbia Point to become a reality. One method of achieving this end is the Housing Creation Option which is available under the terms of the DIP Agreement.

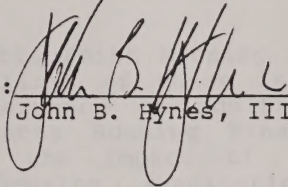
Therefore, we would like to propose to the Authority that it consider a request by Lincoln to exercise its option pursuant to the DIP Agreement to formulate a Housing Creation Plan in accordance with the Housing Creation Regulations promulgated by the Authority pursuant to Articles 26 and 26A of the Boston Zoning

Mr. Stephen Coyle
Director
September 25, 1986
Page 2

Code on April 17, 1986 and the provisions of the Neighborhood Housing Trust established by Ordinance pursuant to M.G.L., Chapter 43B, Section 13 which would be acceptable to the Authority and the city so that the intended linkage funds could assist in making Columbia Point a reality.

In that respect, I have enclosed a proposed Housing Creation Exaction proposal which has been initially reviewed by BRA staff and city officials as a method to achieve this end. We are happy to be a part of the city's efforts to make possible this important housing project, and we look forward to reviewing this proposal with the BRA and the Neighborhood Housing Trust.

Very truly yours,
Lincoln Franklin Place, LTD.

By: 
John B. Hynes, III

JBH/JHG/ed

cc: John Connolly
Bart Mitchell
William C. Whitman, Esquire
James H. Greene, Esquire

MEMORANDUM

OCTOBER 9, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY, AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM L. WHITMAN, ASSISTANT TO THE DIRECTOR

RE: COLUMBIA POINT HOUSING CREATION PROPOSALS

This memorandum concerns housing creation proposals submitted to the Authority by Lincoln Franklin Place, Ltd., developers of 101 Arch Street, Federal Development, Inc., developer of 160 Federal Street, and 150 Federal Associates Joint Venture, developer of 150 Federal Street. In cooperation with the Authority's efforts to make Columbia Point a reality, these development teams have come forward in a moment of crisis for the Columbia Point housing development with proposals to make their linkage commitments available as collateral until the developer of Columbia Point has completed the syndication of project. Copies of the housing creation proposals are attached hereto as Exhibits A, B, and C.

Two major events affected the Columbia Point Housing Development in the past several months. The first of these is that cost increases have necessitated the issuance of additional bonds for the project by the Massachusetts Housing Finance Agency (MHFA). The second of these is the impact of tax reform discussions on the low-income housing syndication market. Specifically, syndicators have been unable to sell limited partnerships in low-income housing or so-called "deep shelter" deals since discussions of tax reform have begun. This has prevented the developer of Columbia Point from raising the equity funds necessary to complete the project's financing.

With tax reform discussions now substantially resolved, the syndication of Columbia Point can resume. Unfortunately, however, syndication cannot be completed before a construction loan closing is required by MHFA. A loan closing is required by December 3, 1986 in order to comply with the terms of MHFA's Bond Resolution.

MHFA's recent \$30 million supplemental bond issue for the project is backed by four sources of revenue:

- (1) Project revenues support \$15 million;
- (2) Personal guarantees from the developers of Columbia Point support \$5 million;

- (3) \$505 thousand a year in SHARP funds supports \$5 million; and
- (4) The linkage contracts from the developers of 150 and 160 Federal Street and 101 Arch Street support \$5 million.

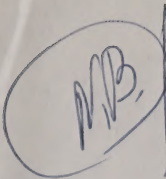
This, therefore, is a temporary arrangement which will remain in place only until syndication proceeds are deposited with MHFA. Thus, for every \$2 of syndication proceeds or investor notes deposited with MHFA in the coming months, \$1 of SHARP funds and \$1 of linkage funds will be released from their commitments to the project. When \$10 million in syndication proceeds have been deposited with MHFA, the additional SHARP money and the pledge of the Housing Creation contributions will be released entirely from their obligations under the Housing Creation Agreement attached hereto. The obligations of the developers to make linkage payments to the Neighborhood Housing Trust will resume thereafter.

It is, therefore, requested that the Director be authorized to enter into four or five agreements:

- (1) Three housing creation agreements, one each with the developers of 150 and 160 Federal Street and 101 Arch Street;
- (2) A collateral security agreement with MHFA committing the housing creation funds until Columbia Point's syndication proceeds have been deposited with MHFA; and
- (3) An agreement with Harbor Point Apartments Company Limited Partnership requiring the syndication of Harbor Point and deposit of the proceeds thereof with MHFA. The agreements described in paragraphs 2 above and this paragraph may be combined.

An appropriate vote follows:

Voted: That the Authority finds after consideration of the evidence submitted at a public hearing on October 9, 1986 regarding housing creation proposals made by Lincoln Franklin Place, Ltd., 150 Federal Associates Joint Venture, and Federal Development Inc.: (1) That the Massachusetts Housing Finance Agency ("MHFA") and the developer of the housing known as Harbor Point at Columbia Point ("Harbor Point"), Harbor Point Apartments Company Limited Partnership, must close on a construction loan for said housing project prior to the end of calendar 1986 to avoid the loss of financial commitments essential to the project; (2) That Harbor Point Apartments Company Limited Partnership has been unable to raise the equity required for the Harbor Point development because of the adverse effect of proposed changes in federal tax law on the syndication market; (3) That the lack of equity or substitute collateral guarantees in the amount of Fifteen Million (\$15,000,000) Dollars will prevent a construction

 said developers' Development Impact Project Exactions to the Authority for it to pledge as collateral against Massachusetts Housing Finance Agency bond obligations issued for the benefit of the Harbor Point housing development and which agreement(s) shall be on such terms and conditions as the Director may deem to be necessary, appropriate, and/or in the best interests of the Authority; and

Further voted:

That the Director be and hereby is authorized in the name and on behalf of the Authority to enter into a collateral security agreement by and between the Boston Redevelopment Authority and the Massachusetts Housing Finance Agency (MHFA), which agreement shall pledge Development Impact Project Exactions committed to the Authority by Lincoln Franklin Place, Ltd., Federal Development Inc., and 150 Federal Associates Joint Venture pursuant to Housing Creation proposals dated September 25, 1986, October 9, 1986, and October 9, 1986, respectively, as collateral against MHFA bond obligations issued for the benefit of the Harbor Point housing development at Columbia Point and which agreement shall be on such terms and conditions as the Director may deem to be necessary, appropriate, and/or in the best interests of the Authority; and

Further voted:

That the Director by and hereby is authorized in the name and on behalf of the Authority to enter into an agreement with Harbor Point Apartments Company Limited Partnership regarding the foregoing on such terms and conditions as the Director may deem to be necessary, appropriate, and/or in the best interests of the Authority.

